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9

Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 JORGE ARMANDO CONTRERAS,

17 Defendant.

No. SA CR 23-00154-FWS

PLEA AGREEMENT FOR DEFENDANT JORGE
ARMANDO CONTRERAS

18
19 1. This constitutes the plea agreement between defendant JORGE
20 ARMANDO CONTRERAS ("defendant") and the United States Attorney's
21 Office for the Central District of California (the "USAO") in the
22 above-captioned case. This agreement is limited to the USAO and
23 cannot bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to count one of the

1 indictment in United States v. Jorge Armando Contreras, SA CR No. 23-
2 154-FWS, which charges defendant with embezzlement, theft, and
3 intentional misapplication of funds from an organization receiving
4 federal funds, in violation of 18 U.S.C. § 666(a)(1)(A).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered
9 for service of sentence, obey all conditions of any bond, and obey
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be
12 excluded for sentencing purposes under United States Sentencing
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessment at or before the
18 time of sentencing unless defendant has demonstrated a lack of
19 ability to pay such assessments.

20 h. Authorize the USAO to obtain a credit report
21 immediately upon entry of the guilty pleas.

22 i. Consent to the USAO inspecting and copying all of
23 defendant's financial documents and information held by the United
24 States Probation & Pretrial Services Office.

25 j. Complete the Financial Disclosure Statement on a form
26 provided by the USAO and, within 30 days of defendant's entry of the
27 guilty plea, deliver the signed and dated statement, along with all
28 of the documents requested therein that are available to defendant,

1 to the USAO by either email at usacac.FinLit@usdoj.gov or mail to the
2 USAO Financial Litigation Section at 300 N. Los Angeles St., Suite
3 7516, Los Angeles, CA 90012.

4 3. Defendant further agrees:

5 a. To forfeit all right, title, and interest in and to
6 any and all monies, properties, and/or assets of any kind, derived
7 from or acquired as a result of, or used to facilitate the commission
8 of, or involved in the illegal activity to which defendant is
9 pleading guilty, specifically including, but not limited to the
10 property listed in Attachment A (collectively, the "Forfeitable
11 Property").

12 b. To the Court's entry of an order of forfeiture at or
13 before sentencing with respect to the Forfeitable Property and to the
14 forfeiture of the property.

15 c. That the Preliminary Order of Forfeiture shall become
16 final as to the defendant upon entry.

17 d. To take whatever steps are necessary to pass to the
18 United States clear title to the Forfeitable Property, including,
19 without limitation, the execution of a consent decree of forfeiture
20 and the completing of any other legal documents required for the
21 transfer of title to the United States.

22 e. Not to contest any administrative forfeiture
23 proceedings or civil judicial proceedings commenced against the
24 Forfeitable Property. If defendant submitted a claim and/or petition
25 for remission for all or part of the Forfeitable Property on behalf
26 of himself or any other individual or entity, defendant shall and
27 hereby does withdraw any such claims or petitions, and further agrees
28 to waive any right he may have to seek remission or mitigation of the

1 forfeiture of the Forfeitable Property. Defendant further waives any
2 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

3 f. Not to assist any other individual in any effort
4 falsely to contest the forfeiture of the Forfeitable Property.

5 g. Not to claim that reasonable cause to seize the
6 Forfeitable Property was lacking.

7 h. To prevent the transfer, sale, destruction, or loss of
8 the Forfeitable Property to the extent defendant has the ability to
9 do so.

10 i. To fill out and deliver to the USAO a completed
11 financial statement listing defendant's assets on a form provided by
12 the USAO.

13 j. That forfeiture of Forfeitable Property shall not be
14 counted toward satisfaction of any special assessment, fine,
15 restitution, costs, or other penalty the Court may impose.

16 k. With respect to any criminal forfeiture ordered as a
17 result of this plea agreement, defendant waives (1) the requirements
18 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
19 notice of the forfeiture in the charging instrument, announcements of
20 the forfeiture at sentencing, and incorporation of the forfeiture in
21 the judgment; (2) all constitutional and statutory challenges to the
22 forfeiture (including by direct appeal, habeas corpus or any other
23 means); and (3) all constitutional, legal, and equitable defenses to
24 the forfeiture of the Forfeitable Property in any proceeding on any
25 grounds including, without limitation, that the forfeiture
26 constitutes an excessive fine or punishment. Defendant acknowledges
27 that the forfeiture of the Forfeitable Property is part of the
28 sentence that may be imposed in this case and waives any failure by

1 the Court to advise defendant of this, pursuant to Federal Rule of
2 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
3 defendant's guilty plea.

4 1. The parties further agree that, pursuant to the Asset
5 Forfeiture Policy Manual (2021), Chapter 14, Sec. II.B.2 and 28
6 C.F.R. Part 9.8, upon a determination by the government that it can
7 make the required representations set forth therein, and if requested
8 by defendant, the government will submit a restoration request to the
9 Money Laundering and Asset Recovery Section of the Department of
10 Justice, seeking approval for any assets forfeited to be restored to
11 the victims in this case, which may, in turn, satisfy in full or part
12 any restitution order. Defendant has acknowledged that the Attorney
13 General, or his designee, has the sole discretion to approve or deny
14 the restoration request.

15 THE USAO'S OBLIGATIONS

16 4. The USAO agrees to:

17 a. Not contest facts agreed to in this agreement.

18 b. Abide by all agreements regarding sentencing contained
19 in this agreement.

20 c. At the time of sentencing, provided that defendant
21 demonstrates an acceptance of responsibility for the offense up to
22 and including the time of sentencing, recommend a two-level reduction
23 in the applicable Sentencing Guidelines offense level, pursuant to
24 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
25 additional one-level reduction if available under that section.

26 NATURE OF THE OFFENSE

27 5. Defendant understands that for defendant to be guilty of
28 the crime charged in count one, that is, embezzlement, theft, and

1 intentional misapplication of funds from an organization receiving
2 federal funds, in violation of 18 U.S.C. § 666(a)(1)(A), the
3 following must be true:

4 (1) At the time alleged in the indictment, defendant was an
5 agent of an organization, or of a state or local
6 government, or agency;

7 (2) In a one-year period the organization, state or local
8 government, or agency received over \$10,000 from a federal
9 program involving a grant, contract, subsidy, loan
10 guarantee, insurance, or other form of federal assistance;

11 (3) The defendant embezzled, stole, or fraudulently
12 obtained property;

13 (4) That property was owned by, or under the care, custody,
14 or control of, the organization, state or local government,
15 or agency; and

16 (5) The value of the property the defendant embezzled,
17 stole, or fraudulently obtained was at least \$5,000.

18 PENALTIES AND RESTITUTION

19 6. Defendant understands that the statutory maximum sentence
20 that the Court can impose for a violation of Title 18, United States
21 Code, Section 666(a)(1)(A), is: 10 years imprisonment; a 3-year
22 period of supervised release; a fine of \$250,000 or twice the gross
23 gain or gross loss resulting from the offense, whichever is greatest;
24 and a mandatory special assessment of \$100.

25 7. Defendant understands that defendant will be required to
26 pay full restitution to the victim(s) of the offense to which
27 defendant is pleading guilty. Defendant agrees that, in return for
28 the USAO's compliance with its obligations under this agreement, the

1 Court may order restitution to persons other than the victim(s) of
2 the offense to which defendant is pleading guilty and in amounts
3 greater than those alleged in the count to which defendant is
4 pleading guilty. In particular, defendant agrees that the Court may
5 order restitution to any victim for any losses suffered by that
6 victim as a result any relevant conduct, as defined in U.S.S.G.
7 § 1B1.3, in connection with the offense to which defendant is
8 pleading guilty. The parties currently believe that the applicable
9 amount of restitution is approximately \$15,920,042, but recognize and
10 agree that this amount could change based on facts that come to the
11 attention of the parties prior to sentencing.

12 8. Defendant understands that supervised release is a period
13 of time following imprisonment during which defendant will be subject
14 to various restrictions and requirements. Defendant understands that
15 if defendant violates one or more of the conditions of any supervised
16 release imposed, defendant may be returned to prison for all or part
17 of the term of supervised release authorized by statute for the
18 offense that resulted in the term of supervised release, which could
19 result in defendant serving a total term of imprisonment greater than
20 the statutory maximum stated above.

21 9. Defendant understands that, by pleading guilty, defendant
22 may be giving up valuable government benefits and valuable civic
23 rights, such as the right to vote, the right to possess a firearm,
24 the right to hold office, and the right to serve on a jury. Defendant
25 understands that he is pleading guilty to a felony and that it is a
26 federal crime for a convicted felon to possess a firearm or
27 ammunition. Defendant understands that the conviction in this case
28 may also subject defendant to various other collateral consequences,

1 including but not limited to revocation of probation, parole, or
2 supervised release in another case and suspension or revocation of a
3 professional license. Defendant understands that unanticipated
4 collateral consequences will not serve as grounds to withdraw
5 defendant's guilty plea.

6 10. Defendant understands that, if defendant is not a United
7 States citizen, the felony conviction in this case may subject
8 defendant to: removal, also known as deportation, which may, under
9 some circumstances, be mandatory; denial of citizenship; and denial
10 of admission to the United States in the future. The Court cannot,
11 and defendant's attorney also may not be able to, advise defendant
12 fully regarding the immigration consequences of the felony conviction
13 in this case. Defendant understands that unexpected immigration
14 consequences will not serve as grounds to withdraw defendant's guilty
15 plea.

16 FACTUAL BASIS

17 11. Defendant admits that defendant is, in fact, guilty of the
18 offense to which defendant is agreeing to plead guilty. Defendant
19 and the USAO agree to the statement of facts provided below and agree
20 that this statement of facts is sufficient to support a plea of
21 guilty to the charge described in this agreement and to establish the
22 Sentencing Guidelines factors set forth in paragraph 13 below but is
23 not meant to be a complete recitation of all facts relevant to the
24 underlying criminal conduct or all facts known to either party that
25 relate to that conduct.

26 The Magnolia School District (the "School District") was a
27 publicly funded organization that includes numerous schools in the
28 cities of Anaheim and Stanton, California. The School District

1 received benefits in excess of \$10,000 under a Federal program in
2 each calendar year from 2009 to 2023.

3 In or around July 2006, defendant became an employee and agent
4 of the School District. In or around March 2013, defendant became
5 the Director of Fiscal Services for the School District, and in or
6 around April 2017, defendant became the Senior Director of Fiscal
7 Services. In his role as Director and then Senior Director of Fiscal
8 Services for the School District, defendant managed and had access to
9 various School District bank accounts, such as the School District's
10 revolving cash funds account with Bank of the West ending in 4043
11 (the "MSD Cash Funds Account") and the student body account, also
12 with Bank of the West, ending in 3714 ("MSD Student Body Account").
13 Defendant caused checks from the MSD Cash Funds Account and the MSD
14 Student Body Account to be deposited into his Wells Fargo bank
15 account. Defendant would write checks in small dollar amounts
16 written to "M S D," with the letters spaced out, and after
17 receiving the proper signatures from others, would include fictitious
18 names and increase the amounts of the checks and deposit the checks
19 into his Wells Fargo bank account via ATMs. To conceal his fraud,
20 defendant provided bank reconciliation packets to others at the
21 School District with falsified bank statements and records.

22 Beginning on an unknown date and continuing until in or around
23 July 2023, in Orange County, within the Central District of
24 California, and elsewhere, defendant CONTRERAS, an agent of the
25 School District, knowingly and willfully embezzled, stole, obtained
26 by fraud, and otherwise without authority knowingly converted to the
27 use of another person other than the rightful owner and intentionally
28 misapplied property valued at \$5,000 or more, which was in the care,

1 custody, and control of the School District, namely, approximately
2 \$15,920,042.

3 SENTENCING FACTORS

4 12. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable Sentencing
6 Guidelines range and to consider that range, possible departures
7 under the Sentencing Guidelines, and the other sentencing factors set
8 forth in 18 U.S.C. § 3553(a). Defendant understands that the
9 Sentencing Guidelines are advisory only, that defendant cannot have
10 any expectation of receiving a sentence within the calculated
11 Sentencing Guidelines range, and that after considering the
12 Sentencing Guidelines and the other § 3553(a) factors, the Court will
13 be free to exercise its discretion to impose any sentence it finds
14 appropriate up to the maximum set by statute for the crime of
15 conviction.

16 13. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18	Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
19	Loss more than \$9,500,000,		
20	but less than \$25,000,000	+20	U.S.S.G. § 2B1.1(b)(1)(K)
21	Abuse of a position of trust:	+2	U.S.S.G. § 3B1.3

22 Defendant and the USAO reserve the right to argue that additional
23 specific offense characteristics, adjustments, and departures under
24 the Sentencing Guidelines are appropriate.

25 14. The government agrees that if defendant complies with his
26 obligations in paragraphs 2 and 3, including his agreement not to
27 contest the forfeiture of assets, and based also on his early
28

1 acceptance of responsibility, the government will agree to an
2 additional one-level downward Booker variance.

3 15. Defendant understands that there is no agreement as to
4 defendant's criminal history or criminal history category.

5 16. Defendant and the USAO reserve the right to argue for a
6 sentence outside the sentencing range established by the Sentencing
7 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
8 (a)(2), (a)(3), (a)(6), and (a)(7).

9 WAIVER OF CONSTITUTIONAL RIGHTS

10 17. Defendant understands that by pleading guilty, defendant
11 gives up the following rights:

12 a. The right to persist in a plea of not guilty.

13 b. The right to a speedy and public trial by jury.

14 c. The right to be represented by counsel -- and if
15 necessary have the Court appoint counsel -- at trial. Defendant
16 understands, however, that, defendant retains the right to be
17 represented by counsel -- and if necessary have the Court appoint
18 counsel -- at every other stage of the proceeding.

19 d. The right to be presumed innocent and to have the
20 burden of proof placed on the government to prove defendant guilty
21 beyond a reasonable doubt.

22 e. The right to confront and cross-examine witnesses
23 against defendant.

24 f. The right to testify and to present evidence in
25 opposition to the charges, including the right to compel the
26 attendance of witnesses to testify.

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

4 h. Any and all rights to pursue any affirmative defenses,
5 Fourth Amendment or Fifth Amendment claims, and other pretrial
6 motions that have been filed or could be filed.

7 WAIVER OF APPEAL OF CONVICTION

8 18. Defendant understands that, with the exception of an appeal
9 based on a claim that defendant's guilty plea was involuntary, by
10 pleading guilty defendant is waiving and giving up any right to
11 appeal defendant's conviction on the offense to which defendant is
12 pleading guilty. Defendant understands that this waiver includes,
13 but is not limited to, arguments that the statute to which defendant
14 is pleading guilty is unconstitutional, and any and all claims that
15 the statement of facts provided herein is insufficient to support
16 defendant's plea of guilty.

17 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18 19. Defendant agrees that, provided the Court imposes a term of
19 imprisonment within or below the range corresponding to an offense
20 level of 26 and the criminal history category calculated by the
21 Court, defendant gives up the right to appeal all of the following:
22 (a) the procedures and calculations used to determine and impose any
23 portion of the sentence; (b) the term of imprisonment imposed by the
24 Court; (c) the fine imposed by the Court, provided it is within the
25 statutory maximum; (d) to the extent permitted by law, the
26 constitutionality or legality of defendant's sentence, provided it is
27 within the statutory maximum; (e) the amount and terms of any
28 restitution order, provided it requires payment of no more than

1 \$15,920,042; (f) the term of probation or supervised release imposed
2 by the Court, provided it is within the statutory maximum; and
3 (g) any of the following conditions of probation or supervised
4 release imposed by the Court: the conditions set forth in Second
5 Amended General Order 20-04 of this Court; the drug testing
6 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
7 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

8 20. The USAO agrees that, provided (a) all portions of the
9 sentence are at or below the statutory maximum specified above and
10 (b) the Court imposes a term of imprisonment within or above the
11 range corresponding to an offense level of 22 and the criminal
12 history category calculated by the Court, the USAO gives up its right
13 to appeal any portion of the sentence, with the exception that the
14 USAO reserves the right to appeal the amount of restitution ordered
15 if that amount is less than \$15,920,042.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 21. Defendant agrees that if, after entering a guilty plea
18 pursuant to this agreement, defendant seeks to withdraw and succeeds
19 in withdrawing defendant's guilty plea on any basis other than a
20 claim and finding that entry into this plea agreement was
21 involuntary, then the USAO will be relieved of all of its obligations
22 under this agreement.

23 EFFECTIVE DATE OF AGREEMENT

24 22. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney.

BREACH OF AGREEMENT

23. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea; and (b) the USAO will be relieved of all its obligations under this agreement.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

24. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

25. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court; (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence; and (c) argue on appeal and collateral review that the

1 Court's Sentencing Guidelines calculations and the sentence it
2 chooses to impose are not error, although each party agrees to
3 maintain its view that the calculations in paragraph 13 are
4 consistent with the facts of this case. Although this paragraph
5 permits both the USAO and defendant to submit full and complete
6 factual information to the United States Probation and Pretrial
7 Services Office and the Court, even if that factual information may
8 be viewed as inconsistent with the facts agreed to in this agreement,
9 this paragraph does not affect defendant's and the USAO's obligations
10 not to contest the facts agreed to in this agreement.

11 26. Defendant understands that even if the Court ignores any
12 sentencing recommendation, finds facts or reaches conclusions
13 different from those agreed to, and/or imposes any sentence up to the
14 maximum established by statute, defendant cannot, for that reason,
15 withdraw defendant's guilty plea, and defendant will remain bound to
16 fulfill all defendant's obligations under this agreement. Defendant
17 understands that no one -- not the prosecutor, defendant's attorney,
18 or the Court -- can make a binding prediction or promise regarding
19 the sentence defendant will receive, except that it will be within
20 the statutory maximum.

21 NO ADDITIONAL AGREEMENTS

22 27. Defendant understands that, except as set forth herein,
23 there are no promises, understandings, or agreements between the USAO
24 and defendant or defendant's attorney, and that no additional
25 promise, understanding, or agreement may be entered into unless in a
26 writing signed by all parties or on the record in court.


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney


BILLY JOE MCLAIN
BRETT A. SAGEL
Assistant United States Attorneys


Date

JORGE ARMANDO CONTRERAS
Defendant

Date

RONALD D. HEDDING
Attorney for Defendant JORGE
ARMANDO CONTRERAS

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be

1 filed, of possible defenses that might be asserted either prior to or
2 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
3 of relevant Sentencing Guidelines provisions, and of the consequences
4 of entering into this agreement. No promises, inducements, or
5 representations of any kind have been made to me other than those
6 contained in this agreement. No one has threatened or forced me in
7 any way to enter into this agreement. I am satisfied with the
8 representation of my attorney in this matter, and I am pleading
9 guilty because I am guilty of the charge and wish to take advantage
10 of the promises set forth in this agreement, and not for any other
11 reason.

12
13
14 JORGE ARMANDO CONTRERAS
Defendant

Date

15
16 CERTIFICATION OF DEFENDANT'S ATTORNEY

17 I am JORGE ARMANDO CONTRERAS's attorney. I have carefully and
18 thoroughly discussed every part of this agreement with my client.
19 Further, I have fully advised my client of his rights, of possible
20 pretrial motions that might be filed, of possible defenses that might
21 be asserted either prior to or at trial, of the sentencing factors
22 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
23 provisions, and of the consequences of entering into this agreement.
24 To my knowledge: no promises, inducements, or representations of any
25 kind have been made to my client other than those contained in this
26 agreement; no one has threatened or forced my client in any way to
27 enter into this agreement; my client's decision to enter into this
28 agreement is an informed and voluntary one; and the factual basis set

1 forth in this agreement is sufficient to support my client's entry of
2 a guilty plea pursuant to this agreement.

3
4 _____
RONALD D. HEDDING
Attorney for Defendant JORGE
5 ARMANDO CONTRERAS

Date

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA


E. MARTIN ESTRADA
United States Attorney

BILLY JOE DELAIN
BRETT A. SAGEL
Assistant United States Attorneys

Date


JORGE ARMANDO CONTRERAS
Defendant

Date

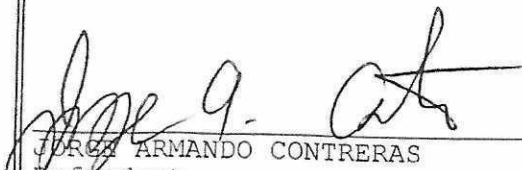

RONALD D. HEDDING
Attorney for Defendant JORGE
ARMANDO CONTRERAS

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed this agreement with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be

1 filed, of possible defenses that might be asserted either prior to or
2 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
3 of relevant Sentencing Guidelines provisions, and of the consequences
4 of entering into this agreement. No promises, inducements, or
5 representations of any kind have been made to me other than those
6 contained in this agreement. No one has threatened or forced me in
7 any way to enter into this agreement. I am satisfied with the
8 representation of my attorney in this matter, and I am pleading
9 guilty because I am guilty of the charge and wish to take advantage
10 of the promises set forth in this agreement, and not for any other
11 reason.

12
13 
14 JORGE ARMANDO CONTRERAS
15 Defendant

3/6/2024
Date

16 CERTIFICATION OF DEFENDANT'S ATTORNEY

17 I am JORGE ARMANDO CONTRERAS's attorney. I have carefully and
18 thoroughly discussed every part of this agreement with my client.
19 Further, I have fully advised my client of his rights, of possible
20 pretrial motions that might be filed, of possible defenses that might
21 be asserted either prior to or at trial, of the sentencing factors
22 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
23 provisions, and of the consequences of entering into this agreement.
24 To my knowledge: no promises, inducements, or representations of any
25 kind have been made to my client other than those contained in this
26 agreement; no one has threatened or forced my client in any way to
27 enter into this agreement; my client's decision to enter into this
28 agreement is an informed and voluntary one; and the factual basis set

1 forth in this agreement is sufficient to support my client's entry of
2 a guilty plea pursuant to this agreement.

3 
4 _____
5 RONALD D. HEDDING
6 Attorney for Defendant JORGE
7 ARMANDO CONTRERAS
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3/6/24

Date

Attachment A
U.S. Currency, Funds, 2019 BMW, Real Property, and Luxury Items Seized

1. \$255,106.10 U.S. Currency seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240003) (24-IRS-000139).
2. \$519,082.11 on deposit in Bank of America, N.A. account number 325181058232 held by Jorge Contreras and Felipe de Jesus Contreras seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240004) (24-IRS-000141).
3. \$553,702.00 on deposit in Wells Fargo Clearing Services LLC, brokerage account number 32157757 held by Jorge Contreras seized on November 8, 2023
(IRS Case no. 1000323272; Seizure no. 95240007) (24-IRS-000143).
4. Cashier's Check #2655689 in the amount of \$3,884,072.42 from Wells Fargo Bank, N.A., previously held by Jorge Contreras seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240006) (24-IRS-000142).
5. Cashier's Check in the amount of \$9,460.97 seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240003) (24-IRS-000140).
6. \$73,574.83 on deposit in J.P. Morgan Chase account number 0527290160 held by Jorge Contreras (IRS Case no. 1000323272).
7. \$69,704.34 on deposit in J.P. Morgan Chase account number 03996032133 by Jorge Contreras (IRS Case no. 1000323272).
8. Real Property at 17409 Harlan Drive, Yorba Linda, California 92886. *Lis Pendens* filed November 14, 2023
(IRS Case no. 1000323272; Seizure no. 95240009) (24-IRS-000144).
9. One 2021 BMW X5 VIN 5YMJU0C04M9F03787 seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240001) (24-IRS-000133).

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10. Fifty-seven Designer Bags seized on October 19, 2023

(IRS Case no. 1000323272; Seizure no. 95240002) (24-IRS-000134).

- i. One Louis Vuitton 16 Cotteville watch case.
- ii. One Louis Vuitton X Nigo brown handbag.
- iii. One Louis Vuitton brown hard case trunk.
- iv. One Louis Vuitton Sac Plat Eclipse purse.
- v. One Louis Vuitton Soft Trunk Monogram MCA Orange.
- vi. One Louis Vuitton silver soft trunk bag.
- vii. One Louis Vuitton brown “street” style bag w/chain strap.
- viii. One Louis Vuitton black wallet trunk.
- ix. One Louis Vuitton comics purse.
- x. One Louis Vuitton brown hard case shoulder bag.
- xi. One Louis Vuitton tie-dye mini soft shoulder bag.
- xii. One Louis Vuitton silver glitter checkered mini bag.
- xiii. One Louis Vuitton black soft trunk shoulder bag.
- xiv. One Louis Vuitton blue “Hobo” purse.
- xv. One Louis Vuitton black aerogram large purse.
- xvi. One Fendi x Versace black purse with gold lettering.
- xvii. One Louis Vuitton blue/silver Petite Valise hardcase bag.
- xviii. One Louis Vuitton clutch “wave” brown hardcase bag.
- xix. One Louis Vuitton silver “crush” mini handbag.
- xx. One Louis Vuitton black “monogram” soft purse.
- xxi. One Louis Vuitton large black Cabas Voyage purse.
- xxii. One Louis Vuitton black hardcase clutch.
- xxiii. One Louis Vuitton Grand Sac black purse.
- xxiv. One Louis Vuitton orange mini soft TR.AUT purse.
- xxv. One Louis Vuitton M10258 vertical clutch box.
- xxvi. One Louis Vuitton M23144 multicolored soft trunk.
- xxvii. One Louis Vuitton large blue/green Keepall Tote M59688.
- xxviii. One Louis Vuitton white large Sac Plat Purse M21841.
- xxix. One Louis Vuitton brown wallet trunk clutch.
- xxx. One Louis Vuitton Purple/white paint can bag (no shoulder strap).
- xxxi. One Versace black La Medusa clutch (no shoulder strap).
- xxxii. One Prada black Saffiano purse with black/white shoulder strap.
- xxxiii. One Louis Vuitton white soft trunk alligator bag.
- xxxiv. One Louis Vuitton brown hard trunk clutch Macassar.
- xxxv. One Louis Vuitton black w/red polka dots purse.
- xxxvi. One Louis Vuitton black small soft handbag w/ logos.

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- xxxvii. One Louis Vuitton blue striped City Keepall handbag.
 - xxxviii. One Louis Vuitton black messenger bag.
 - xxxix. One Louis Vuitton green/white paint can bag.
 - xl. One Louis Vuitton brown/black hardcase clutch.
 - xli. One Louis Vuitton M10247 hardcase clutch.
 - xlii. One Louis Vuitton large red keepall bag.
 - xliii. One Louis Vuitton Paris large white bag with red/yellow/blue writing.
 - xliv. One Louis Vuitton large black bag with patches.
 - xlv. One Louis Vuitton Paris blue large bag
 - xlvi. One Louis Vuitton white w/blue checkers keepall
 - xlvii. One Louis Vuitton large brown/dark brown bag
 - xlviii. One Louis Vuitton green crocodile skin clutch
 - xlix. One Louis Vuitton yellow/blue clutch.
 - l. One Louis Vuitton white “comics” clutch M82008.
 - li. One Louis Vuitton Pochette black bag.
 - lii. One Louis Vuitton gray “Hobo Cruiser” bag.
 - liii. One Louis Vuitton black backpack.
 - liv. One Louis Vuitton large black steamer tote M58710.
 - lv. One Louis Vuitton silver hardcase petite Valise M10090.
 - lvi. One Versace black crossbody handbag.
 - lvii. One Verace silver laminated crossbody bag.
11. Eighteen Various Pieces of Jewelry seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240002) (24-IRS-000135).
- i. One David Yurman silver color necklace with rainbow stones.
 - ii. One David Yurman rose gold bracelet with diamonds.
 - iii. One David Yurman silver bracelet with rainbow stones.
 - iv. One Versace watch with gold emblem & black band.
 - v. One Louis Vuitton watch w/ black band.
 - vi. One David Yurman rainbow bead bracelet (sterling silver).
 - vii. One Louis Vuitton smart watch.
 - viii. One Louis Vuitton large pendant necklace “YL.”
 - ix. One Cartier gold nail bracelet.
 - x. One David Yurman rose gold Streamline Amulet.
 - xi. One David Yurman silver necklace with rainbow stones.
 - xii. One David Yurman silver bracelet with rainbow stones.
 - xiii. One David Yurman rose gold wedding band w/ diamonds.
 - xiv. One David Yurman rose gold wedding band w/ diamonds.

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- xv. One David Yurman rose gold ring with diamonds.
- xvi. One Cartier gold bracelet.
- xvii. One Cartier pink gold love ring.
- xviii. One Versace gold necklace with pendant.

12. Eleven Designer Shoes and Accessories seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240002) (24-IRS-000136).

- i. One Louis Vuitton blue skate sneakers.
- ii. One Versace silver studded sneakers.
- iii. One Versace black leather gloves.
- iv. One Versace black leather gloves.
- v. One Versace crystal butterflies water bottle.
- vi. One Versace black leather belt.
- vii. One Versace reversible belt H40 calf leather.
- viii. One Versace reversible belt H40 black crocodile style.
- ix. One Versace reversible belt H40 black studded.
- x. One Versace black booties – fabric.
- xi. One Versace black booties – fabric.

13. Eleven Pieces of Designer Clothing seized on October 19, 2023
(IRS Case no. 1000323272; Seizure no. 95240002) (24-IRS-000137).

- i. One Versace black studded jacket.
- ii. One Versace Baroccodile silk shirt.
- iii. One Versace Chenille vest.
- iv. One Versace black informal shirt crepe fabric.
- v. One Black Versace knit sweater w/ buckles.
- vi. One Black Versace knit sweater w/ buckles.
- vii. One Versace black suit jacket.
- viii. One Versace black suit pants.
- ix. One Versace black Jacquard Viscose fabric shirt.
- x. One Versace Hollywood informal twill silk shirt.
- xi. One Versace Hollywood informal twill silk shirt.

14. Eight Bottles of Clase Azul Ultra tequila seized on October 19, 2023 (IRS Case
no. 1000323272; Seizure no. 95240002) (24-IRS-000138).